Amendment 395
Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 395 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this _23ᴿᴰ_ day of _August_, 2017, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")

2. King County ("King County")

3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")

4. Pierce County Public Transportation Benefit Area ("Pierce Transit")

5. Snohomish County Public Transportation Benefit Area ("Community Transit")

6. City of Everett ("Everett")

7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to implement X-Frame Options Headers on Cardholder, Business Accounts, Agency, and Call Center websites. This work is performed per *CR-13404 Implement X-Frame Options Headers v2.0* as approved by the Agencies on August 3, 2017.

C. The Parties agree that the Work necessary to modify the ORCA system as directed will be performed and compensated as described below.

Section 1.0 Description of Work

The Contractor will perform all necessary work to design, develop, test and implement new functionality.

Specifically the Contractor will:

On Public Websites

1.1 Implement X-Frame options headers on Cardholder Website www.orcacard.com and the Business Accounts Website www.orcacard.biz and set them to X-Frame options: DENY

On Private Websites

1.2 Implement X-Frame options headers on the Agency Website and Call Center Website and set them to X-Frame options: DENY

1.3 Work to implement X-Frame options headers on reports.orcacard.com will be addressed separately, it is not within the scope of this work.

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed by December 31, 2017.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Per the Settlement Agreement the Agencies have agreed to pay fifty (50) percent of the cost of this system security work.

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

Amendment No. 395

	LUMP SUM COST
To implement X-Frame Options Headers on Cardholder, Business Accounts, Agency and Call Center websites.	
TOTAL	$8,941

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Ninety Five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: _____

Its: _____Interim GM_____

Date: _____8-23-17_____

The Agencies

By: _____Cheryl Huston_____

Their: _____ORCA Operations Manager_____

On behalf of the Agencies

Date: _____8/23/17_____